

Mobile Area Water and Sewer System

4725 Moffett Rd Suite A Mobile, AL 36618-2236

PO Box 180249 Mobile, AL 36618-0249

INVITATION FOR BID September 15, 2025

INVITATION FOR BID NUMBER	IFB 25-043		
NAME OF BID	Annual Contract for Fluoride		
BIDS WILL BE RECEIVED AT	MAWSS Bid Box If sending bids by UPS/Fed Ex, deliver to the Warehouse: Donaghey Business Entrance 1610 Shelton Beach Rd. Ext., Mobile, AL 36618 4725 Moffett Road Mobile, AL 36618		
BID OPENING DATE	September 29, 2025		
BID CLOSING TIME	10:30 am Central Time		
AWARD WILL BE MADE BY	Total Cost & Lead Time		
CONTRACT PERIOD	12/1/25 through 11/30/26 with two 1-year extension options		
MATERIAL DELIVERED TO	HE Myers WTP EM Stickney 1475 Hubert Pierce Rd and 4800 Moffett Rd Mobile, AL 36608 Mobile, AL 36618		
ADDITIONAL INFORMATION CONTACT	Markus Moore (251) 721-0828 or mamoore@mawss.com John Jordan (251) 378-3492 or jjordan@mawss.com Zack Butler (251) 378-3482 or zbutler@mawss.com Randy Sullivan (251) 378-3483 or lsullivan@mawss.com		
APPLICABLE SDP POLICY	None		

Sealed bids must be in the Purchasing Department no later than the time specified in order to be considered. Submissions received after the deadline will not be considered. Envelopes must bear the name of the supplier, company address and the words "IFB 25-043 Fluoride" or "IFB 25-043 NO QUOTE." Facsimile or email bids will not be accepted.

All bids must be submitted on the attached forms, or your bid will be disqualified. Bidder shall furnish all the information required by the solicitation. The bidder's name must be typed or printed on the bid sheet and signed by the bidder or appropriate authorized executive officer of the bidder's company. Bidders must initial any changes or erasures. Bidders should retain a copy of bids for their records.

Bidders shall acknowledge receipt of all addenda to this solicitation by signing and returning each addendum or by identifying the addendum number and the date on the bid form. Failure to acknowledge receipt of any addendum by a bidder will result in rejection of the bid if MAWSS determines that the addendum contains information that materially changes the requirements.

All bids shall be quoted FOB Destination, freight prepaid with no additional charges. Unless otherwise specified in the bid, all prices will be on a firm-fixed price basis and are not subject to adjustments based on costs incurred. MAWSS reserves the right to reject any or all bids submitted, to waive any informality in any bid or in the bid process, or to terminate the bid process at any time, if deemed by MAWSS to be in MAWSS's best interest.

A Purchase Order and this "Invitation for Bid" with "Specifications," "Conditions," "Bid Form," signed by the successful bidder's authorized representative, and all attached drawings and other documents furnished by MAWSS to the bidders with the Invitation for Bid in order to illustrate the contract requirements, will constitute a contract for the goods and/or services to be purchased.

Poard of Water and Sever Commissioners

IFB 25-043 FLUORIDE CONDITIONS

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **Fluoride** in our Purchasing Department Bid Box located at the Business Entrance at 4725 Moffett Road, Mobile, AL 36618 **no later than 10:30 a.m.** local time on **September 29, 2025**. Bids will be opened immediately after bid closing time in the Operations Center Board room located at the Customer Service entrance. Award will be by **Total Cost & Lead Time**. The bidder offers and agrees, if this bid is accepted, to furnish the items as defined in the specifications for the unit price set opposite each item. Pricing shall be FOB Mobile, Alabama. All items shall be delivered to our **HE Myers WTP at 1475 Hubert Pierce Rd, Mobile, AL 36608 and EM Stickney WTP at 4800 Moffett Rd, Mobile, AL 36618** or to the job site as needed. The bidder shall state the expected length of delivery time on the Bid Form.

Bidder understands and agrees that manufacturer and part numbers are provided for descriptive purposes only. Items of equal or better quality will be considered but must be approved by MAWSS in writing. Upon delivery, if the quality, durability or performance of any product represented as equal or better is determined by MAWSS to be unsatisfactory, MAWSS will require a suitable substitute or will require that the originally specified item be delivered, at the unit price originally offered by bidder. No substitution for items to be provided pursuant to this contract shall be permitted during the contract period without the express written consent of MAWSS. All items provided shall be for commercial use and for the purposes reflected in the contract documents. No bid on closed out or discontinued item(s) will be accepted. Item(s) that have a determinable shelf life must be disclosed at the time of bid submittal.

Bidder understands that his/her bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Bidder understands and agrees that quantities will be purchased by MAWSS on an "as needed" basis to replenish inventory. MAWSS shall not be committed to the purchase of a pre-established minimum quantity for any one item.

A bidder may not modify its bid after bid opening. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition or subtraction in a bid may be corrected by the MAWSS Purchasing Buyer prior to award. In such cases, unit prices shall not be changed.

It is the responsibility of the bidder to determine prior to the bid opening whether any amendment, additions, deletions or changes of any type have been made to this Invitation for Bid, Conditions, Specifications, Bid Form or any of the other bid documents. Bid documents and any amendments made to this bid will be posted on our website at www.mawss.com.

<u>Invoicing Requirements:</u> MAWSS requires additional information for all work performed and services provided. On the vendor's invoice for payment should be a detailed listing of work performed, services provided, dates completed, locations involved, and any other pertinent information needed to verify the work and/or services were completed in accordance to the bid specs. This additional information can be supplied in the form of detailed invoices, work orders, checklists or any other documents used to track the work performed or services provided but details must be included on the actual invoice. A copy of the invoice and these additional details must be sent to the "ADDITIONAL INFORMATION CONTACT" found on Page 1 of the bid documents and a copy emailed to Accounts Payable at <u>AcctsPayable@mawss.com</u>.

Please note: In the event of rising costs of operation to the bidder during the term of this agreement resulting from increases in prevailing wage rates, increases in prevailing gasoline prices, or similar increases in prevailing prices, the bidder may request that - the authority (MAWSS) increase service fees charges that the bidder is allowed to charge and receive, the amount of increase to be adequate to compensate for the increases in costs to the bidder, but in no greater amount; in the event of such a request, the bidder must submit its books for auditing by MAWSS, the findings and judgment of MAWSS as to the justification for an increase in rates shall be final.

END OF CONDITIONS

IFB 25-043 FLOURIDE SPECIFICATIONS

- Delivery ability is to be not less than 5,000 gallons per truckload As Required. Responsive
 Dispatch System is to be able to make deliveries within Five (5) calendar days upon notification
 of the purchaser. Failure to deliver within the time specified above will be considered justification
 for termination of this award.
- Delivery to be made to our plant sites:

E. M. Stickney WTP 4800 Moffett Rd., Mobile, AL. 36618 251-463-7049
 H.E. Myers WTP 1475 Hubert Pierce Rd., Mobile, AL. 36608 251-656-1634

- Deliveries between the hours of 7 a.m. 3pm., Monday Friday only.
- There will be no set amount of deliveries for the contract period. For bid purposes only, we purchased approximately 300 tons of product, during the contract period.
- Liquid must meet the current minimum AWWA Standard B703 or latest version. Acid strength on 23% will be the minimum acceptable, with 30% being the maximum acceptable acid strength.
- Bids should be based on 25% acid/per ton. For acid strength other than the 25% base, the following calculation will be used to determine acid price per ton:
- <u>Load Percent Strength</u> = the adjustment factor times the base bid per ton Base Bid (25%) strength actual price per ton of product delivered

EXAMPLE ONLY: \$100.00/TON BASE BID

(Actual load) 26% strength = 1.04 x \$100.00 = \$104.00/ton

(Base strength) 25% strength

- All loads must be accompanied with a certificate of analysis, or affidavit of compliance.
- Supplier shall furnish all equipment necessary to unload product into storage tanks.
- Supplier shall provide emergency action response support.
- Supplier shall submit a guarantee letter with their bid package.
- Supplier shall submit list of contact persons with their bid package.

IFB 25-043 FLUORIDE SPECIFICATIONS (Cont.)

- Supplier shall take the following security measures:
 - 1. Send a copy of the bill of lading before each delivery. Bill of lading to include truck and trailer number.
 - 2. Provide the name of the driver (photo ID preferred).
 - 3. State if delivery will be by company owned trucks or independent carriers.
 - 4. Provide a wash out certificate for tanker and hoses or signed statement that only identical product was carried last.
 - 5. Seal all tanker fill and discharge ports with a numbered seal tag at the chemical plant. Tag identification number to be listed on bill of lading. Broken seal deliveries will not be accepted.

END OF SPECIFICATIONS

IFB 25-043 FLUORIDE BID SHEET

Cost per delivered ton @ 25% acid	\$	per ton
Has a minimum of 15 years' experience p	roviding Fluoride for the potable water in	dustry?
Delivery Time ARO(after receipt of order)	Payment Terms	
Company Name		
Address		
City, State, Zip		
Submitted By		
PhoneEma	ril AddressPlease Print	
*I am aware of the delivery requirements	s. My company will deliver product within	those requirements.
*Authorized Signature	D	ate
The signer declares under penalty of perj the company or organization to all terms	•	locument and bind

NOTE: Pricing to be firm for the entire contract period. All delivery costs to be included in your per ton pricing. No additional costs or surcharges of any kind will be allowed. The Contract will be for one year with the option of two (2) additional one-year extensions with written approval from both parties.

IFB 25-043 FLUORIDE CONTACT INFO

List of Contact Persons, Phone & Email addresses:

Placing Orders:				
rideing Orders.	Name	Phone	Email	
Customer Service:				
_	Name	Phone	Email	
Accounts Receivable	e:			
	Name	Phone	Email	
Emergencies:				
Company CEO/Presi	ident:			
Corporate office add	dress:			
Corporate Phone: _				

IFB 25-043 FLUORIDE INSURANCE REQUIREMENTS

- A. <u>General</u>: The Supplier shall provide insurance in accordance with the required specifications. A current certificate of insurance must be provided with your bid. MAWSS does not need to be named as an additional insured on this certificate until bid is awarded.
- B. <u>Supplier Coverage</u>: The Supplier shall not commence work under this Contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by the Owner, nor shall the Supplier allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name, the Supplier shall provide such insurance protection for the subcontractor and such subcontractor's employees.
- C. <u>Casualty Insurance</u>: The following insurance coverages (with limits not less than specified herein) shall be maintained by the Supplier for the duration of the Contract, affording coverage for any claim arising out of Supplier's operations herein, whether by the Supplier or by any subcontractor or by any Employee or Agent of either:
 - 1. Claims of employees under Worker's Compensation and other similar employee benefit acts, including claims because of bodily injury, occupational sickness or disease, or death.
 - 2. Claims arising out of bodily injury, sickness, disease, or death of any person other than employee.
 - 3. Claims for damages arising out of libel, slander, false arrest, detention or imprisonment, malicious prosecution, defamation or violation of right of privacy, wrongful entry or eviction or other right of private occupancy, including claims as a result of an offense related to the employment of a claimant by Contractor (so-called "Personal Injury").
 - 4. Claims arising out of damage to or destruction of tangible property, including loss of use.
 - 5. The Supplier shall furnish certification of insurance and policies verifying that the above coverages are in effect before commencing any work, and that each policy is endorsed to give the Owner 30-day notice in writing in the event of cancellation or material change therein.
 - Policies of Insurance shall state that the Owner and the Owner's employees be named as additional insureds on the Supplier's Automobile Liability and Commercial General Liability policies. In respect to Worker's Compensation, a Waiver of Subrogation shall be issued in favor of the Owner. Where applicable, the U.S. Longshore and Harbor Workers' Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement (to include coverage under Jones Act) shall be attached to the policy. Both the U. S. Longshore and Harbor Workers and the Maritime Coverage shall have limits equal to or greater than the employer's liability coverage.
 - 6. Rated by AM Best A- or better. For non-admitted companies, a rating of A or better by AM Best.
 - a. At the discretion of the Board, worker's compensation insurance may be placed through a qualified worker's compensation self-insurance fund.

b. Limits of Liability:

Worker's Compensation Statutory

Employers' Liability \$500,000 Each Accident

\$500,000 by Disease, Policy Limit \$500,000 by Disease, Each Employee

Commercial Automobile \$1,000,000 Each Accident

Bodily Injury and Property Damage Combined Business Auto Includes All Owned, Leased, Hired and

Non-Owned Automobiles

Commercial General Liability \$1,000,000 per Occurrence

\$1,000,000 Personal &Advertising Injury \$2,000,000 General Aggregate per Project

\$2,000,000 Products & Completed Operations Aggregate

\$100,000 Fire Damage Liability

Umbrella Liability: In addition to the basic limits previously set out for Commercial General Liability, Products and Completed Operations, Automobile Liability and Worker's Compensation. Coverage shall be issued with a "pay on behalf of" wording, including Personal Injury and other extensions, and provide coverage at least as broad as that afforded by the primary insurance policies.

Extensions (only if applicable):

Blanket Contractual Liability Blanket Collapse and Underground Coverage

Personal Injury Broad Form Property (including Completed

Host Liquor Liability Operations)

Non-owned Watercraft Liability Employees as Additional Insureds Worldwide Products Incidental Medical Malpractice

Fire Legal Liability Extended Bodily Injury (Assault and Battery)

Newly Acquired Organizations

When and if the use of explosives for blasting purposes appears necessary or desirable, such methods shall not be undertaken without written authorization of the Owner, and then only provided that acceptable extensions of liability coverage have been obtained specifically to include the explosion ("X") hazard and the collapse ("C") hazard. The policy of general liability shall include the special underground property damage coverage (providing the so-called "U" hazard) on a blanket basis.

D. Owner's Protective Liability: The Supplier shall furnish from a carrier acceptable to the Owner, a policy of liability insurance, commonly called "Owner's Protective Liability" in the name of the Board of Water and Sewer Commissioners of the City of Mobile, d/b/a MAWSS, providing "Independent Contractor's Coverage" for the operations embraced by this Contract with limits of \$1,000,000 bodily injury and \$1,000,000 property damage. Policy shall be endorsed so that the premium is to be paid by the named Supplier.

END OF INSURANCE